

SERIAL 07135 RFP AIR QUALITY PUBLIC RELATIONS CAMPAIGN – AQ

DATE OF LAST REVISION: December 05, 2007 CONTRACT END DATE: December 31, 2008

CONTRACT PERIOD THROUGH DECEMBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AIR QUALITY PUBLIC RELATIONS CAMPAIGN – AQ**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 05, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Holly Ward, Air Quality
Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 07135-RFP

This Contract is entered into this 5th day of DECEMBER, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Riester Sonoran, LLC, an Arizona corporation ("Contractor") for the purchase of AIR QUALITY PUBLIC RELATIONS CAMPAIGN SERVICES.

1.0 **TERM**

- 1.1 This Contract is for a term of one (1) year, beginning on the 5th day of December, 2007 and ending the 31st day of December, 2008.

2.0 **PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.3 INVOICES AND PAYMENTS:
- 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
- 2.3.1.1 Company name, address and contact
 - 2.3.1.2 County bill-to name and contact information
 - 2.3.1.3 Contract Serial Number
 - 2.3.1.4 County purchase order number
 - 2.3.1.5 Invoice number and date
 - 2.3.1.6 Payment terms
 - 2.3.1.7 Date of service or delivery
 - 2.3.1.8 Quantity (number of days or weeks)
 - 2.3.1.9 Contract Item number(s)
 - 2.3.1.10 Description of Purchase (product or services)
 - 2.3.1.11 Pricing per unit of purchase
 - 2.3.1.12 Extended price
 - 2.3.1.13 Mileage w/rate (if applicable)
 - 2.3.1.14 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 **DUTIES**

- 3.1 The Contractor shall perform all duties stated in Exhibit “B
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit “B,” or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 **TERMS & CONDITIONS**

4.1 PRICING:

Individual task/project pricing will be determined after contract award. The using agency shall approve all task/project/campaign pricing, prior to contractor “starting work”.

- 4.2 SUBCONTRACTING: The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. In the event that the Contractor determines that a subcontractor is required, other than those disclosed at the time of proposal submission, the Contractor shall advise the County and fully comply with the requirements of this RFP and the contract resultant of such. Use of a subcontractor without County pre-approval is not allowed.

The Subcontractor’s rate for the job shall not exceed that of the Prime Contractor’s rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor’s invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor’s invoice must accompany the Prime Contractor’s invoice.

4.3 INVOICE INSTRUCTIONS REGARDING USE OF SUBCONTRACTOR(S):

In the event that a subcontractor is utilized in the performance of the task(s)/project(s) as allowed by the resultant contract, the subcontractor’s rates for any given service shall not exceed the rates of the Prime Contractor (Awardee). *Only those subcontractors which are clearly identified in the proposer’s response may be utilized, unless others have been subsequently pre-approved by the County.* The subcontractor’s invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the cost to the County without mark-up. A copy of the subcontractor’s invoice must accompany the Prime Contractor’s invoice.

4.4 MEDIA FEES:

Media fees, regardless of type, shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the cost to the County without mark-up. A copy of the media provider's invoice must accompany the Prime Contractor's invoice.

4.5 INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES:

4.5.1 Intellectual Property.

The **Contractor** shall promptly disclose, grant, and assign to **Maricopa County** for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the contract resultant of this RFP, that the **Contractor** may conceive, develop, or acquire during the **Contractor's** relationship with **Maricopa County**, together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology ("Intellectual Property").

4.5.2 Assignments and Assistance.

In connection with the rights of **Maricopa County** to the Intellectual Property, the **Contractor** shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of **Maricopa County** to vest in **Maricopa County** title to the Intellectual Property and to enable **Maricopa County** to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The **Contractor** shall also render to **Maricopa County**, at **Maricopa County's** expense, such assistance as **Maricopa County** may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which **Maricopa County** may be involved relating to the Intellectual Property. *Nothing in this section shall be construed as relieving the Contractor of its duty to indemnify Maricopa County as set forth in Section 3.9.1 of this solicitation and the contract resultant of this RFP.*

4.5.3 Copyrights.

The **Contractor** agrees to, and hereby grants to **Maricopa County**, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under the contract resultant of this RFP, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 101 of the Copyright Act of 1976. The **Contractor** hereby grants to **Maricopa County** a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the **Contractor** as a result of work performed under the contract resultant of this RFP, but not first produced or composed by the **Contractor** in the performance of the contract resultant of this Request for Proposals, provided that the license granted by this paragraph shall be only to the extent the **Contractor** now has, or prior to the completion of work under the contract resultant of this RFP, or under any later agreements with **Maricopa County** relating to similar work may acquire, the right to grant such licenses without **Maricopa County** becoming liable to pay compensation to others solely because of such grant.

4.5.4 No Obligation to Market.

The decision whether or not to commercialize or market any invention developed by the **Contractor** solely or jointly with others is within **Maricopa County's** sole discretion and for **Maricopa County's** sole benefit and the **Contractor** agrees that no royalty will be due to him/her as a result of **Maricopa County's** efforts to commercialize or market any such invention.

4.5.5 Third Parties.

To the extent that the **Contractor** is allowed to retain employees or third-party independent contractors under the contract resultant of the contract resultant of this RFP, the **Contractor** will enter into an agreement with these third-party independent contractors, if any, only if such third-party independent contractors sign written agreements, agreeing to the restrictions set forth in this section. ***The Contractor shall deliver to Maricopa County a copy of any and all agreements entered into by and between the Contractor and third-party independent contractors evidencing the Contractor's fulfillment of the duties set forth in this section.***

4.6 INDEMNIFICATION AND INSURANCE:

4.6.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.6.2 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.6.3 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.4 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.6.5 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.6.6 Certificates of Insurance.

4.6.6.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

4.6.6.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option, to utilize the Internet to place orders under this Contract.

4.9 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

RIESTER SONORAN, LLC
Attn: Timothy Riester President & CEO
802 N. 3rd Avenue
Phoenix, AZ 85003

4.10 REQUIREMENTS CONTRACT:

- 4.10.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.10.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.10.3 Contractor agrees to accept oral cancellation of purchase orders.

4.11 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.12 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.13 TERMINATION FOR DEFAULT:

- 4.13.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.13.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.13.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.13.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.15 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project. ." Exhibits B-1 and B-2, respectively, contractor "MASTER SUBCONSULTANT AGREEMENT" and "SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES" are offered as an integral part of this contract and shall be utilized by the Contractor in the form found in each of the Exhibits B-1 and B-2 for use of such subcontracting services in the performance of this contract.

4.18 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.19 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.20 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.21 ALTERNATIVE DISPUTE RESOLUTION:

4.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.21.1.1 Render a decision;

4.21.1.2 Notify the parties that the exhibits are available for retrieval; and

4.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.23 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A PRICING

SERIAL 07135 RFP, NIGP CODE 9150302

PRICING SHEET:

BIDDER NAME:	RIESTER SONORAN, LLC
VENDOR # :	W000002671
BIDDER ADDRESS:	802 N. 3 rd Avenue
P.O. ADDRESS:	
BIDDER PHONE #:	602-462-2261
BIDDER FAX #:	602-307-5826
COMPANY WEB SITE:	www.riester.com
COMPANY CONTACT (REP):	Timothy Riester, President & CEO
E-MAIL ADDRESS (REP):	triester@riester.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

PAYMENT TERMS: NET 30

1.0 PRICING:

Project length December 2007 – June 30, 2008 (7 months)	NTE \$ amount
PR (Public Relations) retainer - \$7K/month	\$49,000
PA (Public Affairs) retainer - \$5K/month	\$35,000
PR +PA events/outside costs/promotional materials	\$70,000
Media	\$750,000
Interactive	\$160,000
Creative Production	\$160,000
Creative Labor	\$75,000
Campaign Evaluation	\$55,000
<u>Contingency</u>	<u>\$36,000</u>
Total:	\$1,390,000

Fees/Compensation for services provided for any task/campaign project shall not exceed the hourly rates for category of personnel, as listed below:

PERSONNEL/CATEGORY	HOURLY RATE or EVENT RATE as noted below
1.1 Consultant/Principle (President & CEO)	\$210.00/hr.
1.2 Consultant Senior (Executive Director)	\$195.00/hr.
1.3 Project Manager (Account Supervisor)	\$125.00/hr.
1.4 Public Participation Coordinator/Planner (Account Coordinator)	\$95.00/hr.
1.5 Graphic Designer (Production Artist)	\$150.00/hr.
1.6 Photographer (Event photographer/event rate)	\$600.00/ per event
1.7 Video Producer (Broadcast Producer)	\$105.00/hr.
1.8 Video Editor	\$225.00/hr.
1.9 Video Technician (event rate)	\$1,000.00/per event
1.10 Clerical (Client Billing Specialist)	\$95.00/hr.

TASK/PROJECT FEES/COMPENSATION SHALL BE DETERMINED BY SPECIFIC TASK/CAMPAIGN PROJECT AND APPROVED BY THE USING AGENCY PRIOR TO THE CONTRACTOR "STARTING WORK"

EXHIBIT B SCOPE OF WORK

SCOPE OF WORK

Scope of Work budgets, project-fees and media plans will be submitted to the Client for approval prior to incurring costs.

All trademarks, service marks and creative works developed on the Client's behalf during the term of this Agreement are and shall remain the Client's exclusive property.

2.1- Provide strategic recommendations regarding communicating to the public in an informative yet easy to understand manner concerning the importance of pollution prevention for both dust and ozone.

Contractor's Approach

To demonstrate Contractor's ability to accomplish these assignments, Contractor's staff has thoroughly studied secondary research pertaining to particulate and ozone air pollution, as well as Valley residents' awareness and perceptions of the air quality issue. The purpose of this research review was to take a closer look at the target audiences to uncover awareness, perceptions and attitudes towards air quality and behavioral changes they may or may not be willing to make as a direct result. This allowed the firm to generate an overall strategic approach to create a public awareness and education campaign for the Maricopa County Clean Air initiative.

Contractor's Context Department will engage in a proprietary, but customized analytical process on behalf of Maricopa County, to identify an appropriate strategic positioning platform. The positioning platform will resonate in the minds of County residents in regards to both particulate and ozone air pollution.

Contractor's Campaign Planning Process consists of four core segments:

- **Campaign Assessment**
- **Campaign Aspiration**
- **Campaign Activation**
- **Campaign Analytics**

Campaign Assessment

During the Campaign Assessment, Contractor's context planners conduct an audit determining the current state of the issue. This includes, but is not limited to, an analysis of all current and past brand relevant research conducted on an issue. Historical information such as industry specific research is compiled and analyzed. CONTRACTOR further compiles and synthesizes all other secondary research that is relevant to the issue and its industrial/economic environment. CONTRACTOR has access to a variety of research data sources allowing its planners to tap into a wealth of industry knowledge to be considered when developing a campaign.

All information is compiled, reviewed and reported to guide the next phase of the process. The deliverable of the campaign assessment may consist of a research recommendation to further investigate, explore and inspire the campaign.

Campaign Aspiration

The results of the Campaign Assessment will provide a framework for the Campaign Aspiration portion of the process as it clearly outlines the current state of the campaign. To implement Campaign Aspiration, Contractor's context planners utilize a variety of research tools to explore the potential of the campaign among its target audience(s), first internally and second with external audiences. This part of the process can consist of qualitative research such as workshops, one-on-one interviews, ethnographies, focus groups or others. Qualitative research is used to explore the campaign's potential emotionally as well as to identify positioning opportunities. Contractor's context planners generate perspectives from all the campaign's influencers. These perspectives are plotted over one another to discover campaign intersection(s). These intersections provide new and revolutionary insights into the fundamental nature of the clean air issue.

The Campaign Aspiration segment can also include conducting phone surveys, online surveys, self-administered surveys or utilizing other quantitative research tools to establish benchmark indicators as well as verifying specific directions quantitatively.

CONTRACTOR recommends conducting one-on-one interviews with the Maricopa County Board of Supervisors to truly understand their vision, mission, perspective and commitment to this campaign effort. During these interviews a variety of topics will be explored and other crucial opinion leaders may also be identified to participate in this aspirational phase. In addition, CONTRACTOR will develop and launch a set of follow up questions prior to the launch of the campaign to understand the current state of the issue and any potential equity generated through the past campaign efforts. The two data points will provide sufficient guidance regarding the further development of the campaign message.

Campaign Activation

During the Campaign Activation phase, Contractor's context planners analyze all learned insights to generate the future brand architecture and marketing plan. This includes the development of strategic brand equities, brand associations, functional and emotional benefits and executioner elements. At this point, CONTRACTOR provides clear and specific strategic guidance designed to achieve the Clean Air brand's goals, including its marketing objectives and comprehend all tactical aspects such as a communications strategy, creative and interactive direction, public relations and media recommendation and any other communications initiatives as deemed necessary for the campaign's development.

Following the implementation of these communications strategies, the context planners are also responsible for the evaluation of the campaign's results using quantitative measures. CONTRACTOR is experienced in all forms of campaign tracking to monitor ongoing efforts with a short-term reporting frequency.

Campaign Analytics

Contractor's Context Planning Department is experienced in conducting pre- and post-campaign evaluations. Every campaign developed by CONTRACTOR must go through a rigorous evaluation process. This approach ensures that the messages developed are the ones most likely to succeed with the target audience.

Once concepts have been developed, CONTRACTOR will continue to ensure their efficacy by again making contact with the audience to determine if the desired outcome is achieved (positioning statement testing, concept testing, etc.). Once communications materials have been produced and aired, the evaluative process continues by constantly monitoring all campaign activities (periodically through intercept interviews, ongoing focus groups, quantitative surveys, etc.).

The quantitative survey conducted among all audiences establish benchmarks prior to the initiation of the campaign. The campaign awareness, message recall, attitudinal changes, perceptual changes and, most importantly, behavior changes are continually examined via quantitative tools. All data generated is compared to originally established baseline data. This methodology will allow CONTRACTOR to document campaign progress and perform gap analyses when necessary. It also provides added insight to develop future campaign strategies.

Upon approval of the communication tactics to be utilized for this campaign CONTRACTOR will develop a specific evaluation recommendation to provide a measurable component to as many tactics as possible. The standard measurements for mass media campaigns are traditionally AAU studies that identify a set of criteria relative to the media campaign such as; awareness, recall, perceptions, intent to behavior change/usage, behavior change, attributed behavior change, etc. This type of a study is able to monitor county residents' perceptions/actions over time allowing for strategic as well as tactical feedback to be received by the target audience.

In addition, the county specific parameters will support and guide this campaign effort.

CONTRACTOR will utilize the past quantitative benchmark results developed by WestGroup Research as guidance and future baseline for this effort. It will be crucial to repeat the quantitative review of all campaign parameters at the end of the campaign cycle to determine the efficacy of the communication efforts; initial indicators of success are awareness, recall of messages, changes in perceptions, intention to change behavior and ultimately behavior change. These and many other parameters are agreed upon in conjunction with the client prior to the development of

the survey launch. Independently, the evaluation component of the effort should remain quantitative in nature and therefore only be conducted in this manner.

2.2- Assist in crafting an effective and measurable public awareness campaign. Outlets for the message(s) shall include school outreach, event and display materials, video, electronic and print content/messaging.

Campaign Strategy

CONTRACTOR will launch a Brand Activism™ effort with the Maricopa County Air Quality Department to create a social movement to encourage Maricopa County residents to take action to clean up their air.

For this social movement to be truly successful, it has to include the participation of numerous partners in Maricopa County including: businesses; schools; native American communities; cities and towns; environmental organizations; construction industry; hospitality industry; landscape industry; public health organizations; as well as Maricopa County's large and growing Hispanic population.

Campaign Goals

1. Build awareness of the effort through strategic media relations and grassroots efforts.
2. Encourage Maricopa County residents to take actions to clean their air.

Campaign Objectives

1. Develop and facilitate strategic media relations outreach efforts and events to create a social movement by encouraging residents to take action by committing to specific steps to clean up their air.
2. Seek out and create non-traditional media opportunities for the Department to address the general public about the effects of dust particulate and ozone pollution on their lives and ways in which they can participate in a movement to meet the EPA regulations by 2011.

Campaign Tactics

Component I: The pre-launch phase will focus on bringing all of the appropriate materials together to prepare for the launch of the initiative. This includes:

- Key message development
- Spokesperson training to include media spokespersons and County Supervisors
- Crisis communications planning

Component II: The launch phase will include the January deployment of a web site campaign backed by a CONTRACTOR- created citizens' action committee comprised of County residents who have taken ownership of their air and have begun to encourage friends and family to do their part. In January, a special event will be held announcing the County's commitment to cleaning up the air with Maricopa County Supervisors challenging all County residents to do the same. Component II tactics include:

- Launch Event
- Creation of action alliance
- Web site launch
- Internal communications development and facilitation
- Proactive media relations

Component III: An aggressive media relations effort supported by a web site campaign will educate Maricopa County Residents from January through June about the effects of particulate air pollution on their lives and inform them about ways in which they can help to meet the County's goal of cleaning up the air by five percent a year for three years. Component III tactics include:

- Proactive media relations
- Storyline development
- Street team development
- Development and facilitation of a school outreach program
- Trade show/community event booth and materials development

Component IV: Partnerships and promotions are crucial to any social marketing campaign. It is important to define, create, and promote the MCAQD as an active community partner and a government entity that is committed to the people of Maricopa County and their health and welfare. Outreach through partnerships and promotions will also emphasize the County Supervisors' commitment to the community. These partnerships also serve as news fodder to garner additional earned media opportunities. Component IV tactics include:

- Department partnerships and promotions with internal county entities as well as retailers throughout Maricopa County
- Hispanic community partnerships and promotions
- Construction trade partnerships

Component V: CONTRACTOR will conduct an extensive evaluation process to measure awareness for the Department including media impressions to determine and validate the Department's return on investment (ROI). As part of continuous improvement, CONTRACTOR will conduct an evaluation of the media impressions throughout the campaign. Component V tactics include:

- Print clipping and broadcast monitoring service
- Monthly reporting measuring media impressions

2.3 - Assist in the development and execution of informational materials for dissemination to Maricopa County residents pertaining to air pollution prevention tips and education. 2.5 - Produce, shoot and edit television and radio PSA announcements and commercial spots for distribution to local media outlets. 2.7 - Assist in the design and production of print collateral and ads to be placed in local print media to raise awareness and understanding of the pollution problem.

All creative elements developed for the Clean Air campaign will be based on the strategic recommendation developed by Contractor's Context Planning Department. Through Contractor's integration of planning and creative, we can ensure consistency, which is essential to the success of the campaign.

All vendors, engaged on behalf of this effort, will complete and sign necessary documentation required by Maricopa County. Vendor documentation and individual project cost estimates will be submitted to the client for approval prior to incurring costs.

TV and Radio: CONTRACTOR employs a full-service, full-time broadcast production department that oversees all television and radio production. CONTRACTOR will engage, upon client approval, with vendors for services that are normally performed by a production company. As standard industry protocol, these services include filming, sound recording and editing. Over the years, CONTRACTOR has developed relationships with a number of broadcast vendors. Working with these proven, like-minded vendors, CONTRACTOR can ensure the timely, cost-effective production of all broadcast elements. Once a media plan is approved, CONTRACTOR can provide any of the following broadcast elements:

- TV commercials of any length
- Radio commercials of any length
- Radio liners
- Videos
- On-line video content

Print: CONTRACTOR also employs a full-service print production department. Following industry standards and upon client approval, CONTRACTOR will engage with like-minded vendors for any required photography or illustration, printing, and specialty fulfillment. Once a strategic direction is approved, any of the following items can be produced for the campaign:

- Print Ads
- Direct Mail
- Posters
- Brochures or Flyers
- Outdoor Advertising
- Trade Show Booth
- Specialty Items

2.4- Facilitate collaboration opportunities for environmentally based stakeholders and partners.

Contractor's public affairs capabilities – unique among advertising and public relations firms – will provide Maricopa County and its Clean Air Program with the ability to build collaborative efforts with a variety of stakeholders, such as municipal governments and local elected officials, business and trade organizations, public health associations, and environmental organizations.

Moreover, CONTRACTOR principals are familiar with county government and the challenges it faces in providing services to a public that often lacks a full understanding of the role and responsibilities of county government. Hence, the firm comes prepared to develop and execute a campaign in which the leadership role of Maricopa County government plays in this and other regional issues is a visible part of the overall program.

Contractor's collaboration efforts on behalf of the Clean Air campaign will include the development and execution of outreach to a variety of stakeholders in the business and environmental communities, as well as through the political subdivisions of cities, towns, and tribal governments within the County.

The Business Community

Outreach to business organizations will insure the program directly reaches those industries and companies that, through their own actions, impact air quality.

Outreach efforts to the business community could include the following:

- Presentations of the Maricopa County Air Quality Department's program to appropriate business, trade, environmental and public health organizations featuring the severity of the issue, viewing of program advertisements and collateral material, as well as specific activities that the organizations and its members can take to assist County efforts.
- Enlist the formal support of the organization, links on the organization web site to the program web site, placement of appropriate articles in organization publications, and participation through displays at the annual exhibitions of organizations when such opportunities are available.
- Seek media coverage of successful efforts by organizations as well as particular industries and individual businesses that have taken steps to improve air quality and contribute to program goals.

Cities and Towns

Outreach efforts to the governing bodies of cities, towns, and tribes within Maricopa County will inform local leaders and their constituents of regional clean air challenges, and how Maricopa County is responding to those challenges.

Specifically, the effort will focus on partnerships with municipal and tribal governments, and could include:

- Formal presentation of the Clean Air program to local elected officials across the county. Such presentations would include advanced viewing of program advertisements and collateral material, sharing of the strategy that will be utilized to reach the general public, and highlighting local efforts in that community which addresses air quality issues.

- Aggressively seek media coverage of local presentations as well as any partnerships between County and municipal governments.
- Obtain coverage of the County/local government partnerships on the local government cable channel.
- Tap into the support offered by individual local elected officials by including them in the program Speakers Bureau, placement of articles in community newsletters, and other local outreach efforts, all consistent with program messages.

Contractor's overall efforts will consider the four levels of government; county government is the least understood, and continues to be an enigma to a vast segment of the public. With this challenge in mind, the outreach effort will place a priority on establishing Maricopa County government's leadership role in addressing the region's clean air needs. Specifically:

- Maricopa County government elected leaders and key administrators will be placed "front and center" in all stakeholder outreach efforts as well as media activities.
- County Supervisors will be the key principals of the program Speakers Bureau, which will include appropriate message training, preparation of collateral material, and management of the Bureau, targeting presentations to constituents within their districts.
- Op-ed pieces will be developed for use by the Supervisors for submission to local publications. This would include publications that might otherwise be "below the radar screen" such as home owners associations and community newsletters.
- Utilizing Contractor's proprietary database of approximately 200,000 e-mail addresses of Maricopa County residents, periodic e-mail blasts would be distributed to County residents within each Supervisor District, customized under the name of each Supervisor, publicize upcoming public presentations, appropriate program announcements and successes achieved.

As a part of the program's public relations efforts, County Supervisors will play a major and visible role in media activities.

2.5 - Assist in the production and distribution of television, radio and print materials in Spanish.

The CONTRACTOR Multicultural Department will lead the Hispanic marketing for the Clean Air Campaign. This team will ensure that the elements used for this critical market segment are culturally relevant, correctly communicated and strategically placed. These elements whether TV, radio or print, will be consistent with the overall look and feel of the campaign. For the Clean Air Campaign, CONTRACTOR Multicultural provides the following in-house capabilities:

- Spanish-language writing, translation and proofing
- Culturally-relevant design
- Hispanic Media

2.6 - Assist in the purchase and placement of advertising time in various local television and radio stations.

CONTRACTOR has in-depth expertise and working knowledge to evaluate, analyze and execute all types of media. Media planning follows a multi-step scenario, using the strategic approach gleaned from the Context Planning department. To develop a strategically sound media plan, we first identify key elements: target audiences, geographic coverage, consumer demographics, psychographics and ethnic and cultural requirements. Once these parameters have been approved, the media department will prepare tactical media recommendations including specific media, vehicle, programming recommendations and all associated costs. All media budgets, plans and flowcharts require client signature approval prior to placement.

The process works as follows:

1. We commit to client objectives in writing to guarantee that the client's expectations are clearly stated.
2. A comprehensive media search is conducted using quantitative and qualitative media research to ensure that clients receive full value for their media investment.
3. Strategies are developed for key elements such as target audience, geography, timing, seasonality, and reach and frequency. CONTRACTOR Media develops a specific media plan based on client approval of the strategies used.
4. The plan is developed from the list of recommended media options. Our strategic plan keeps us focused and insures that media contributes to our success in reaching the overall marketing goal. Working closely with our clients, CONTRACTOR creatively determines how to best use each medium and capitalize on the strategies approved in step three.
5. After receiving client approval of a recommended media plan, we begin the placement process. The CONTRACTOR buying group has strong, constant relationships with all major media outlets. These relationships allow our buyers to negotiate and secure the greatest value possible for the client, including promotional opportunities that will further enhance the client's exposure.
6. Following the completion of each campaign, a post-buy analysis is conducted to insure that media was delivered as promised. Shortfalls on guaranteed delivery by the media vendors are "made good" on future campaigns.

2.7 - Have the full demonstrable ability and resources to create the necessary tools ready for distribution and dissemination by the end of 2007.

CONTRACTOR will provide and maintain an overarching timeline for the campaign including all campaign component launch dates, Public Relations and Public Affairs activities, campaign evaluation and a media flowchart. In addition, all creative projects are assigned individual timelines that will be submitted to the client for approval prior to work. Client status meetings will be held weekly to review all deliverables and to ensure timely delivery of all campaign components.

For the Maricopa County Clean Air Campaign CONTRACTOR recommends a phased approach.

Component I: Pre-launch December – January 1

The pre-launch phase will focus on bringing all of the appropriate materials together to prepare for the launch of the initiative. This includes message development, media spokesperson training and building a platform to deal with any potential crises or issues that may arise during the campaign.

Component II: CLEAN AIR CAMPAIGN PUBLIC RELATIONS LAUNCH – December – January

The launch phase will include the December deployment of a web site campaign backed by a CONTRACTOR created citizens' action committee comprised of County residents who have taken ownership of their air and have begun to encourage friends and family to do their part. In January, a special event will be held announcing the County's commitment to cleaning up the air with Maricopa County Supervisors challenging all County residents to do the same.

Component III: CLEAN AIR CAMPAIGN MEDIA RELATIONS OUTREACH - January - June

An aggressive media relations effort supported by a web site and paid media campaign will educate Maricopa County Residents from January through June about the effects of particulate air pollution on their lives and inform them about ways in which they can help meet the County's goal of cleaning up the air by five percent a year for three years.

Component IV – CLEAN AIR PARTNERSHIPS AND PROMOTIONS – January - June

Focus on creating partnerships and promotions within the community and outreach to Maricopa County residents through non-traditional ways including partnerships and promotions and community organization outreach including those that provide services to the Hispanic community; and appropriate retailers.

Component V: CLEAN AIR EVALUATION - June

CONTRACTOR will conduct an extensive campaign evaluation to measure awareness for the Department including media impressions and public opinion to determine and validate the Department's return on investment (ROI).

2.8 Assist with the design and construction of an interactive web site relating to the campaign. Proposer response shall include options for web hosting.

At CONTRACTOR, all interactive activities are tied to the strategic direction of an overall campaign. For Clean Air, CONTRACTOR has the in-house capabilities to provide and/or develop any of the following:

- Web Site: with a strategically targeted URL
- Banner Ads
- Games
- Blogs
- SEM (Search Engine Marketing)
- Direct Email Campaigns to known residents of Maricopa County
- Interactive Surveys
- Social Networking Advocacy

Additionally, CONTRACTOR will launch a proactive effort to actually drive traffic to the Web site, utilizing its proprietary database of approximately 200,000 e-mail addresses of Maricopa County residents, sortable by Supervisor Districts, delivering appropriate messages by each County Supervisor regarding air quality and the County program

Hosting: A new Clean Air web site can be built and managed in Contractor's own CMS environment carrying the ability in-house to host the web files, graphics, database files, and media in a CONTRACTOR server environment. Additionally, all service agreements for CONTRACTOR hosted solutions come with a 99.9% uptime guarantee and redundancy mechanism to ensure consistent uptime. Similarly, security is a priority for us and proper precautions will be taken to prevent against unauthorized access to the site. Furthermore, all web and database files will be backed up at regular intervals and available for recall by MCAQD officials. The cost for CONTRACTOR to host a site is \$100 per month. If the client chooses to host the site, the site can be built with that flexibility, as well.

**EXHIBIT B-1
MASTER SUBCONSULTANT AGREEMENT**

**MASTER SUBCONSULTANT AGREEMENT
for Professional Services
with _____**

SUBCONSULTANT:

Name: _____
Address: _____
Phone No.: _____
TAX ID #: _____

RIESTER enters into agreements with clients (OWNERS) for various financial and managerial consulting services. RIESTER and _____ (SUBCONSULTANT) have agreed that the SUBCONSULTANT will perform services as described in Task Order Agreements developed for specific OWNER projects. The services covered by Task Order Agreements will be performed in accordance with the PROVISIONS included within this MASTER SUBCONSULTANT AGREEMENT.

PROVISIONS:

SCOPE OF SERVICES: As specified in Task Order Agreements.

COMPENSATION: As specified in Task Order Agreements.

ARTICLE 1. TERMS OF PAYMENT

A. Invoicing

The SUBCONSULTANT shall submit invoices to RIESTER for progress payments by the 1st of each month but not more than once each month. Such invoices will represent the value of the completed Scope of Services and will be prepared in a form and supported by documentation as RIESTER may reasonably require. Invoices will be reviewed and approved by FORESIGHT before submittal to the OWNER.

B. SUBCONSULTANT Hourly billing rates

SUBCONSULTANT hourly billing rates applicable to each project covered under each Task Order Agreement will be specified in the applicable Task Order Agreement.

C. Payment

Following receipt of reimbursement from the OWNER, payment will be made by FORESIGHT to the SUBCONSULTANT within fifteen (15) days for the approved invoice amount, less any retainage by the OWNER.

D. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all project-related documents and data that are required to be furnished under this MASTER SUBCONSULTANT AGREEMENT. Final payment will be made within fifteen (15) days of receipt of final payment from the OWNER.

E. Interest

Any interest received by RIESTER from the OWNER for late progress payments or retainages will be shared with the SUBCONSULTANT on a pro rata basis.

ARTICLE 2. OBLIGATION OF SUBCONSULTANT

A. Independent Contractor

SUBCONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this MASTER SUBCONSULTANT AGREEMENT will create any contractual relationship between OWNER and SUBCONSULTANT.

B. Performance

The standard of care applicable to SUBCONSULTANT's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services, and based upon the level of experience of the SUBCONSULTANT that is applicable to the Scope of Services. Upon written request by RIESTER, the SUBCONSULTANT will re-perform any services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, RIESTER may cause the same to be corrected and deduct costs incurred from SUBCONSULTANT's compensation.

C. Insurance and Indemnification

The SUBCONSULTANT will maintain throughout this MASTER SUBCONSULTANT AGREEMENT the following insurance and will submit certificates verifying such to FORESIGHT:

- (1) Worker's compensation and employer's liability insurance as required by the state or province where the work is being performed (only if applicable).
- (2) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the SUBCONSULTANT or any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
- (4) Professional liability insurance of \$1,000,000.

SUBCONSULTANT will give RIESTER thirty (30) days' notice of any cancellation or material change of the insurance carrier policies.

SUBCONSULTANT agrees to indemnify, defend, and hold RIESTER harmless from any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of whatsoever nature, including injury or death of any person or damage to or destruction of any property resulting from any and all negligent acts or omissions of SUBCONSULTANT, including court costs and attorney's fees.

E. Codes, Laws, and Regulations

SUBCONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this MASTER SUBCONSULTANT AGREEMENT.

F. Permits, Licenses, and Fees

SUBCONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the SUBCONSULTANT's performance of the Scope of Services and will give all necessary notices. If SUBCONSULTANT is required to obtain a City Business License pursuant to its services provided to RIESTER, RIESTER shall reimburse SUBCONSULTANT for the cost of obtaining that City Business License. SUBCONSULTANT shall obtain RIESTER's written approval prior to obtaining a City Business License.

G. Publicity

SUBCONSULTANT will not disclose the nature of its Scope of Services on the PROJECT, or engage in any other publicity or public media disclosures with respect to this PROJECT without the prior written consent of RIESTER.

H. Copies of Data

Upon written request, SUBCONSULTANT will deliver one legible copy each of all meeting notes, calculations, spreadsheets, and data files prepared under the terms of this MASTER SUBCONSULTANT AGREEMENT to RIESTER within 30 days of completion of the Scope of Services.

I. Access to Records

The SUBCONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by RIESTER during SUBCONSULTANT's normal business hours for a period of three (3) years after SUBCONSULTANT's final invoice to the extent required to verify the costs incurred hereunder.

J. Suspension of Work

The SUBCONSULTANT will, upon written notice from RIESTER, suspend, delay or interrupt all or a part of the Scope of Services. In such event, the SUBCONSULTANT will resume the Scope of Services upon written notice from RIESTER and an appropriate extension of time will be mutually agreed upon and added to the SUBCONSULTANT's time of performance.

ARTICLE 3. OBLIGATIONS OF FORESIGHT

A. Timely Review

RIESTER will examine the SUBCONSULTANT's studies, reports, calculations, spreadsheets, and other project-related documents; and render decisions required by SUBCONSULTANT in a timely manner.

B. Prompt Notice

RIESTER will give prompt written notice to SUBCONSULTANT whenever FORESIGHT observes or becomes aware of any development that affects the scope or timing of SUBCONSULTANT's Scope of Services, or any defect in the work of SUBCONSULTANT.

C. Furnished Data

RIESTER will provide the SUBCONSULTANT all technical data in its possession, including, but not limited to, previous reports, budgets, financial data, and all other information relating to the SUBCONSULTANT's Scope of Services on the PROJECT. SUBCONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by RIESTER.

D. Indemnification

RIESTER agrees to indemnify, defend, and hold SUBCONSULTANT harmless from any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of whatsoever nature, including injury or death of any person or damage to or destruction of any property resulting from any and all negligent acts or omissions of RIESTER, including court costs and attorney's fees.

ARTICLE 4. GENERAL LEGAL PROVISIONS

A. Assignments

This MASTER SUBCONSULTANT AGREEMENT and the rights and duties hereunder will not be assigned, subcontracted, or transferred by SUBCONSULTANT, in whole or in part, without RIESTER's prior written approval.

B. Waivers

No waiver by either party of any default by the other party in the performance of any provision of this MASTER SUBCONSULTANT AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

C. Force Majeure/Acts of God

Neither party to this MASTER SUBCONSULTANT AGREEMENT will be liable to the other party for delays in performing the Scope of the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other acts of God beyond the reasonable control or contemplation of either party.

D. Authorization to Proceed

Execution of each Task Order Agreement will be authorization for SUBCONSULTANT to proceed with the Scope of Services identified in the respective Task Order Agreement.

E. No Third Party Beneficiaries

This MASTER SUBCONSULTANT AGREEMENT gives no rights or benefits to anyone other than the SUBCONSULTANT and RIESTER and has no third party beneficiaries.

F. Jurisdiction

The laws of the State of California shall govern the validity of this MASTER SUBCONSULTANT AGREEMENT, its interpretation and performance, and any other claims related to it.

G. Resolution of Disputes

RIESTER and SUBCONSULTANT hereby agree that any and all disputes arising pursuant to any of the terms of this Agreement, or which relate in any manner whatsoever to the Services provided by SUBCONSULTANT for RIESTER which cannot be resolved in a reasonable time by discussions between RIESTER and SUBCONSULTANT shall be submitted to binding arbitration, pursuant to the Federal Arbitration Act, before the American Arbitration Association pursuant to its then existing rules. Any arbitration pursuant to this Agreement shall be in Sacramento County, California. RIESTER and SUBCONSULTANT also specifically agree that the prevailing party in such arbitration and/or any related court proceeding shall be awarded its reasonable costs and fees incurred in connection with the dispute. Any arbitration award will be binding and enforceable in the Superior or Municipal Court, as appropriate, of the State of California or the United States District Court for the Eastern District of California.

H. Severability and Survival

If any of the provisions contained in this MASTER SUBCONSULTANT AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MASTER SUBCONSULTANT AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The provisions of Articles 2B, 2C, and 3D will survive termination of this MASTER SUBCONSULTANT AGREEMENT.

I. Termination/Cancellation

RIESTER will have the right to terminate this MASTER SUBCONSULTANT AGREEMENT for its convenience. After termination, SUBCONSULTANT will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to RIESTER of detailed supporting invoices. SUBCONSULTANT will not be entitled to profit or other compensation on services not performed.

If SUBCONSULTANT during performance of the Scope of Services:

- (1) Becomes insolvent or makes a general assignment for the benefit of its creditors; files or has filed a petition in bankruptcy or an attachment or execution levied upon any of SUBCONSULTANT's property used hereunder; or has appointed a receiver for SUBCONSULTANT's business; or
- (2) Has any legal proceeding commenced against SUBCONSULTANT that, in the opinion of RIESTER, interferes with the performance and satisfactory completion of the Scope of Services; or
- (3) Fails or refuses to proceed with the Scope of Services in a prompt, safe, and diligent manner, or to supply adequate equipment or properly skilled employees; or

- (4) Fails or refuses to proceed in full compliance with all provision of this MASTER SUBCONSULTANT AGREEMENT;

then SUBCONSULTANT will be deemed in default and RIESTER, without prejudice to any other rights or remedy it may have, may give SUBCONSULTANT notice in writing setting forth the particulars of such default. Unless such default is corrected with seven (7) days from date of said notice, RIESTER, at its option, may terminate this MASTER SUBCONSULTANT AGREEMENT.

J. Scope of Services

RIESTER may adjust the Scope of Services described in each Task Order Agreement by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the SUBCONSULTANT's Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the SUBCONSULTANT will be entitled to additional compensation or extension of time only as authorized in writing by RIESTER.

This MASTER SUBCONSULTANT AGREEMENT, in conjunction with any applicable Task Order Agreement, represents the entire agreement between the parties, supersedes all prior agreements and understanding, and may be changed only by written amendment executed by both parties.

Approved for SUBCONSULTANT:

Approved for RIESTER

By: _____
(Name)

By: _____
(NAME of Project Manager)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B-2
SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Subconsultant Agreement For Professional Services

TASK ORDER AGREEMENT with _____

RIESTER Project No.:

SUBCONSULTANT:

Name: _____
 Address: _____
 Phone No.: _____
 TAX ID: _____

RIESTER has entered into an Agreement with the (Enter Client Name) (Client Name) dated _____ (the CLIENT AGREEMENT) for a (Enter Project Description) (the PROJECT). RIESTER and _____ (the SUBCONSULTANT) have entered into a MASTER SUBCONSULTANT AGREEMENT as of the date _____.

Pursuant to the MASTER SUBCONSULTANT AGREEMENT, RIESTER and the SUBCONSULTANT agree that the SUBCONSULTANT will perform the following services, which are part of the CLIENT AGREEMENT identified above.

SCOPE OF SERVICES: Under the direction of the project manager, (Enter Project Manager Name), SUBCONSULTANT shall provide assistance to RIESTER as requested in performing various tasks included in the RIESTER contract with the (CITY, COUNTY, Etc) including but not limited to the following tasks. Hours for each assignment will be discussed prior to beginning the work:

(TASK DESCRIPTION TO BE PROVIDED)

COMPENSATION: An amount not to exceed \$ _____, based on a billing rate of \$ _____ per hour and direct reimbursement of travel and mailing expenses.

OTHER TERMS: SUBCONSULTANT shall submit monthly invoices for progress payments as described in the MASTER SUBCONSULTANT AGREEMENT. The invoices shall indicate the number of hours and tasks and indicate the requested payment amount corresponding to the progress to completion.

This Task Order Agreement and the MASTER SUBCONSULTANT AGREEMENT represent the entire agreement between the parties, supersedes all prior agreements and understandings related to the PROJECT, and may be changed only by written amendment executed by both parties.

Approved for SUBCONSULTANT:

By _____
(NAME)

Title: _____

Date _____

Approved for RIESTER:

By _____
(NAME)

Title: _____

Date _____

RIESTER SONORAN LLC, 802 N. THIRD AVENUE, PHOENIX, AZ 85003

Terms:	NET 30
Vendor Number:	W000002671 X
Telephone Number:	602/462-2200
Fax Number:	602/307-5826
Contact Person:	Timothy Riester
E-mail Address:	trimester@riester.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2008.